

MEMORANDUM

JUNE 23, 1994

TO: BOSTON REDEVELOPMENT AUTHORITY AND
MARISA LAGO, DIRECTOR

FROM: RICHARD GARVER, ACTING ASSISTANT DIRECTOR FOR
INSTITUTIONAL PLANNING AND DEVELOPMENT
E. OWEN DONNELLY, DEPUTY DIRECTOR

SUBJECT: NORTHEASTERN UNIVERSITY'S RECREATION CENTER PROJECT

SUMMARY: This memorandum requests that the Authority: (1) authorize the Director to recommend approval, conditional upon design review, of the petition to the Board of Appeal for zoning relief in connection with the Northeastern University's Recreation Center Project; and (2) authorize the Director to enter into a Cooperation Agreement with Northeastern University.

PROJECT DESCRIPTION

Northeastern University (the "University") proposes to construct a recreation center (the "Project") at 359-369 Huntington Avenue on Northeastern's campus. The Project site (Exhibit A) is an 84,164 square foot parcel owned by Northeastern and bounded by Huntington Avenue, Forsyth Street, Speare Place, and other land owned by the University. The site adjoins Northeastern's Speare Hall dormitory and is surrounded by other Northeastern residence halls. Currently, the site is partially paved and improved with basketball and tennis courts for use by Northeastern students, faculty, and staff.

The proposed Recreation Center will consist of a three-story building approximately 85,000 square feet in gross floor area, with a proposed height of 60 feet above-grade. The Project will be used for University recreation purposes, including but not limited to a gymnasium, work-out and multi-purpose rooms, and a running track; other general university purposes; retail stores; restaurant and take-out food service uses; and accessory uses ordinarily found in connection with a university use. The Project cost will be \$12 million. The number of people who will use the recreational facilities is estimated to be approximately 2,000 people per day on weekdays and 700 people per day on weekends. The Project is designed and intended to serve the University's existing campus population. Therefore, no significant increase in traffic in the area is expected.

PROJECT REVIEW

The Project is undergoing a development review appropriate to its size and location and the issues of concern which have been identified. The major focus of the review is the urban design aspects of the proposed Recreation Center. Conceptual design review has been completed and has resulted in a building design which successfully reinforces the urban context of the project along Huntington Avenue. Schematic Plans have been submitted and are consistent with the conceptual designs approved by the staff. Subsequent stages of the design review process will refine the design as the project moves forward.

The Project has been reviewed with representatives of Fenway neighborhood groups, including the Fenway Civic Association, Symphony Area Renaissance Assoc., Symphony United Neighbors, Fenway Community Development Corporation, Gainsborough Neighborhood Association, and the Symphony Tenants Organizing Project. Letters of support for the Project from these groups are attached as Exhibit B.

Northeastern University is working with the city to identify and analyze transportation impacts which may be caused by the Project. A Transportation Access Plan Agreement satisfactory to the Commissioner of the Boston Transportation Department will be executed prior to the issuance of a building permit for the project.

PUBLIC BENEFITS

In addition to the educational resources it provides as one of Boston's largest universities, Northeastern is a major employer in Boston and currently provides a multitude of benefits to the communities surrounding the University and the city at-large. Benefits specifically resulting from the Project include the following:

- **Real Estate Taxes.** Northeastern will pay real estate taxes to the City of Boston on the portion of the project containing retail stores, restaurant, and take-out food service uses. The University is in consultation with the City Assessor's Office concerning payments-in-lieu of taxes for the non-taxable portions of the project.
- **Construction Jobs.** The project will create 43-60 direct construction jobs.
- **Permanent Jobs.** The project will create 35 new permanent jobs.
- **Community Access Passes.** Northeastern will make available fifty community access passes to neighborhood residents for use of the Recreation Center on a daily, first come first serve basis.

- Neighborhood Employment Opportunities. In conjunction with selected retail tenants, Northeastern University will host a job fair to promote employment opportunities at the Recreation Center for area residents.
- YMCA Youth Scholarships. Northeastern University will sponsor on an annual basis twenty-five youth scholarships providing area teenagers access to recreational activities at the YMCA, 316 Huntington Avenue.

The University has agreed to enter into a Cooperation Agreement with the BRA which commits it to these benefits prior to the issuance of a building permit for the project.

ZONING RELIEF

The Project site is located within an H-3 Zoning District and is also in the Institutional Overlay District and the Restricted Parking District. Northeastern University requests relief from or under several provisions of the Boston Zoning Code (the "Code").

Conditional Use. The Code provides that the uses listed in Article 8 under Use Interim No. 16A (college or university granting degrees by authority of the Commonwealth) and No. 79 (accessory use in educational institutions with more than four hundred full-time students) are conditional uses in an H-3 Zoning District.

Variances (Forbidden Uses). The Code provides that the uses listed in Article 8 under Use Item No. 34 (store primarily serving local retail needs), Use Item No. 36A (sale over the counter of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out), and Use Item 37 (lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption, provided that there is no dancing nor entertainment other than phonograph, radio and television) are forbidden uses in an H-3 District.

Variances (Dimensional). The Project does not conform to the dimensional requirements of the Code in the following respects:

	<u>Required</u>	<u>Proposed</u>
Front Yard (Huntington Avenue)	15.0 feet	0 feet
Side Yard (Forsyth Street)	7.5 feet	0 feet
Side Yard (adjacent to Speare Hall)	20.0 feet	0 feet
Rear Yard (Speare Place)	30.0 feet	0 feet
Setback of Parapet (Side-Forsyth Street)	6.3 feet	0 feet
Setback of Parapet (Rear-Speare Place)	40.5 feet	0 feet
Off-Street Loading Bays	2	1

CONCLUSION

The Project will help Northeastern University provide much needed informal recreation facilities for its students. With the Project comes the added benefit of providing students with a place to gather on-campus rather than in the Fenway residential areas.

The Project will enhance and help to revitalize this section of Huntington Avenue because of its design and uses. The design provides a massing on the site and a building height which reinforces the historic block pattern of the area. Further, the extensive use of glass in the ground floor facade will make the adjacent sidewalks comfortable places to experience. The retail uses on the ground floor will strengthen the existing street level retail uses which are prevalent along the northerly side of Huntington Avenue in the vicinity of the project. The Project will have no adverse affects on the immediate neighborhood and satisfies the criteria for granting approval of conditional uses and variances pursuant to Sections 6-3 and 7-3, respectively of the Code.

In light of the importance of the Project to Northeastern University and the public benefits which will result, BRA staff recommends that the Authority: (1) authorize the Director to recommend approval, conditional upon design review, of the petition to the Board of Appeal for zoning relief in connection with the Project; and (2) authorize the Director to enter into a Cooperation Agreement with Northeastern University.

Appropriate votes follow:

VOTED: That the Boston Redevelopment Authority finds that the Project meets the criteria set out in Article 6, Section 3 and Article 7, Section 3 of the Boston Zoning Code and hereby authorizes the Director to recommend approval, conditional upon design review, of the petition to the Board of Appeal for zoning relief in connection with the Project; and further

VOTED: That the Boston Redevelopment Authority hereby authorizes the Director to enter into a Cooperation Agreement with Northeastern University in the form attached hereto as Exhibit C with such changes as deemed necessary and appropriate by the Director.

EXHIBIT B

Fenway Civic Association

P.O. Box 435, Astor Station
Boston, MA 02123

May 5, 1994

Mr. Clarence Jones
Chairman
Boston Redevelopment Authority Board
Boston City Hall
Boston, MA 02201

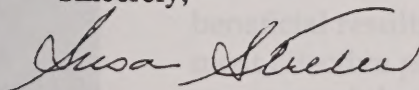
Dear Mr. Jones and Members of the Board:

The Board of the Fenway Civic Association recently viewed a presentation of Northeastern University's proposed new recreation center. The project is sound, will make an attractive addition to the Huntington Avenue streetscape, and will be of obvious benefit to students as well as to the local community.

Tom Keady and the staff of Intergovernmental and Community Relations have put in a great deal of time and effort to assure that the building, and businesses operating within it, are harmonious with the neighborhood as well as with the environment. We were extremely impressed with their interest and commitment to the many details of the project, which will ensure their acceptance by the neighborhood. This includes plans to access the center to, and make retail jobs available for, community residents.

We are pleased to support Northeastern University on this project.

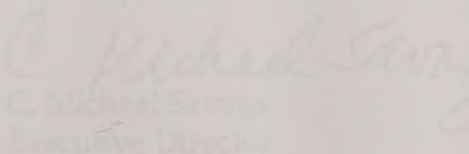
Sincerely,



Susan Strelec
President

cc: John A. Curry, President
Northeastern University

Sincerely,


C. Michael Savage
Executive Director

May 13, 1994

EXHIBIT B

Thomas J. Keady, Jr.
Director, Government Relations
and Community Affairs
Northeastern University
271 Huntington Avenue, Rm. 248
Boston, MA 02115

Dear Mr. Keady:



I am writing to express the full support of Fenway Community Health (FCHC) in connection with the proposed Northeastern University Recreation Center project. We believe that construction of the new Recreation Center would benefit not only the Northeastern students and staff, but the neighborhood community as well.

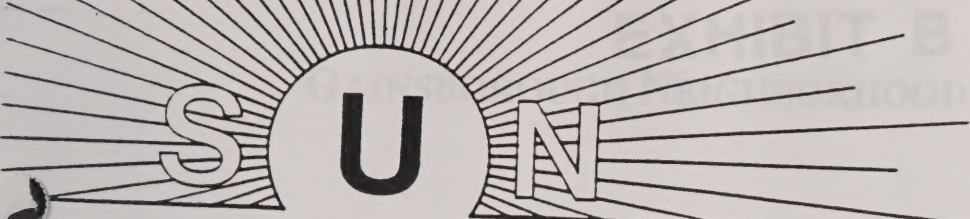
We enthusiastically support this project for two reasons. Our first reason is based on FCHC's longstanding and ongoing relationship with Northeastern. As you know, five years ago, the university made a major commitment to our health center with a 20-year gift totaling \$500,000. This significant funding has enabled us to maintain our new facility, opened in March, 1991. In addition, Fenway and Northeastern regularly collaborate on the placement of students as interns in our medical clinic as well as other areas in the health center. This effort not only provides students with valuable hands-on experience, it also enables us to benefit from their energy and talents. In short, we feel that Northeastern University consistently operates with the best interests of the community in mind. Northeastern has earned a reserve of credibility and good will with us.

The second reason why we support the Recreation Center involves the proposed project itself. We believe that a recreation center will be a way in which the Northeastern community can have access to regular exercise, which will contribute to good health, stress reduction and other beneficial results. Increasingly, exercise is being shown to be one of the most effective preventive health care practices. In addition, we are encouraged that Northeastern has planned for neighborhood access to the Recreation Center through Community Access Passes and for employment recruitment for community members through a planned job fair. Finally, the inclusion of retail space on the ground floor of the building that is visible and accessible to the community will also be beneficial.

We want to extend our best wishes for success with this project. Please do not hesitate to call upon Fenway Community Health Center for any further assistance on this or any other matter.

Sincerely

C. Michael Savage
C. Michael Savage
Executive Director



SUN

43 St. Stephen Street

Boston, Ma. 02115

April 26, 1991

To Whom It May Concern:

Our organization affirms its support for the development of the proposed Northeastern University Recreation Center. This facility would meet a currently unsatisfied demand for additional physical fitness and recreational space. From a community point of view, any development which encourages constructive, as opposed to destructive, student behavior benefits everyone.

Along with our support for this project, we draw attention to the very cooperative and harmonious relationship our neighborhood has enjoyed with Northeastern since John Barry became its President. Together with Thomas Brady, Director of Governmental and Community Affairs and his staff, we have launched a strong and positive effort to improve the lives of ALL residents of the East Fenway community. The creation of a new recreation center would be yet another sign that we are indeed committed to achieving that objective.

Sincerely,

Richard Galler

Richard Galler
President

EXHIBIT B

GAINSBOROUGH NEIGHBORHOOD ASSOCIATION

RECEIVED

MAY 11 1994

May 6, 1994

GOVT. & COMMUN'
AFFAIRS

Mr. Thomas Keady, Jr.
Director of Office Government
Relations and Community Affairs
Northeastern University
271 Huntington Avenue
Room 244
Boston, MA 02115

Dear Mr. Keady:

On behalf of the Board of Directors of the Gainsborough Neighborhood Association, an organization representing approximately 325 condominium unit owners on Gainsborough Street, I would like to express our enthusiastic support for the proposed Northeastern University Recreation Center.

We understand that, in conjunction with this project, Northeastern University will provide the following benefits to the surrounding neighborhoods:

- * Community Access Passes. Northeastern University will make available fifty community passes to neighborhood residents for use of the Recreation Center facility on a daily, first come first served basis.
- * Neighborhood Employment Opportunities. In conjunction with the selected retail tenants, Northeastern University will host a job fair to promote employment opportunities at the Recreation Center for area residents.
- * Local Business Outreach. Northeastern University will conduct an outreach to area businesses to discuss the feasibility of retail tenancy in the Recreation Center.
- * YMCA Youth Scholarships. Northeastern University will sponsor on an annual basis twenty-five youth scholarships providing area teenagers access to recreational activities at the YMCA, 316 Huntington Avenue.

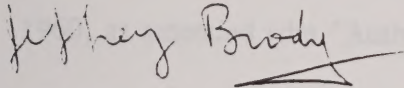
EXHIBIT B

The offer of these benefits attests, once again, to the fact that the University can indeed be a good neighbor.

After your most cordial and informative presentation, we feel reassured that the proposed center will provide a much needed service to the Northeastern University population as well as enhance the quality of life for area residents and help local merchants and surrounding institutions.

We urge the Boston Redevelopment Authority to issue the appropriate designation and permits and to facilitate this most welcome project.

Sincerely,



Jeffrey Brody
President, Gainsborough Neighborhood Association

cc: John A. Curry, President, Northeastern University
Marisa Lago, Boston Redevelopment Authority
James E. Lydon, Boston Fenway Program
John Farrell, YMCA
Richard Gallo, Symphony United Neighbors

EXHIBIT C

COOPERATION AGREEMENT FOR RECREATION CENTER NORTHEASTERN UNIVERSITY

AGREEMENT made as of the _____ day of June, 1994 by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, and acting in its capacity as the planning board for the City of Boston pursuant to Chapter 652 of the Acts of 1960, as amended (the "Authority") and NORTHEASTERN UNIVERSITY, a non-profit corporation created under the laws of Massachusetts, its successors and assigns ("Northeastern"); the Authority and Northeastern are sometimes collectively referred to herein as the "Parties".

WHEREAS, Northeastern has proposed the construction of a new Recreation Center at 359-369 Huntington Avenue on its campus (herein referred to as the "Project" or the "Rec Center"). The Rec Center will be a three-story building approximately 85,000 square feet in gross floor area, with a proposed height of 60 feet above grade.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Northeastern is in the process of completing development review of the Rec Center with the Authority. In connection with such development review, Northeastern submitted preliminary information concerning the design, use and environmental impacts of the Project to the Authority on April 6, 1994, and has conducted several meetings with the

Authority's design review staff. Northeastern will not proceed with the construction of the Project until the Authority has given its final design approval of the Project.

2. Northeastern and the Authority hereby agree that the Authority's development review process for the Project shall include review by the Authority of the Development Concept, Schematic Design, Design Development, and Contract Documents.

3. The Authority has approved the Schematic Design for the Project, as set forth in the plans dated May 26, 1994, prepared by HNTB Corporation, the project architects.

4. Throughout the development review process it is Northeastern's responsibility to notify the Authority of proposed material changes to the Project visible from the exterior of the building and to open spaces and landscaping for the Project, where the same constitute changes from previously approved submissions (other than refinements of details generally consistent with such previously approved submissions), and to obtain approval from the Authority prior to incorporating such changes into the final drawings and specifications. The Authority shall perform its review and approval and other functions under this paragraph and other provisions of this Agreement promptly and with all reasonable dispatch and in accordance with the provisions of this Agreement, and shall approve or disapprove any such proposed material change within ten (10) business days of its submission to the Authority. When the Authority disapproves any such material change, or any other matter, its disapproval shall include a detailed written explanation therefor. If Northeastern receives no notification from the Authority of disapproval within ten (10) business days after submission of any such proposed material change to the Authority, such change shall be deemed approved, provided however, that any transmittal of any request for approval of a change

shall recite that approval by the Authority is due within 10 business days of receipt or said change shall be deemed to have been approved as set forth in Section 23 of this Agreement.

5. The Authority will informally advise Northeastern concerning, and will actively cooperate with and publicly support Northeastern's efforts to obtain from the appropriate municipal, state and federal agencies, all permits, licenses, approvals, consents, exceptions, variances and other departures from the normal application of the applicable zoning and building codes and other ordinances and statutes, which may be necessary or convenient in order to carry out the Project in the most expeditious and reasonable manner.

6. Northeastern anticipates commencing construction of the Project in the spring of 1995 and completing the construction in the summer of 1996. Such commencement may be affected by delays due to permitting, financing, academic scheduling, weather and other matters.

7. Northeastern will execute and deliver to the Authority, no later than the date of issuance of the building permit for the Rec Center, a plan to be known as the "Boston Residents Construction Employment Plan", which Plan shall set forth in detail Northeastern's plan to ensure that its contractors on the Project, on a craft by craft basis, use good faith efforts to meet the following Boston Residents Construction Employment Standards:

- (i) At least fifty percent (50%) of the total employee worker hours in each trade shall be by bona fide Boston residents;
- (ii) At least twenty-five percent (25%) of the total employee worker hours in each trade shall be by minorities; and

- (iii) At least ten percent (10%) of the total employee worker hours in each trade shall be by women.

Worker hours shall include on-the-job training and apprenticeship positions. Northeastern's obligations under this paragraph shall terminate upon Northeastern's execution and delivery to the Authority of, and shall be superseded by, the Boston Residents Construction Employment Plan.

8. Northeastern will use good faith efforts to comply with the following standards relative to contracting with Minority and Women Business Enterprises in all construction activity undertaken in connection with the Project, including the procurement of goods and services:

at least fifteen percent (15%) of the total construction contract amount shall be expended on Minority Business Enterprises and at least five percent (5%) of the total construction contract amount shall be expended on Women Business Enterprises.

The terms "Minority Business Enterprises" and "Women Business Enterprises" shall be as defined in a certain Executive Order issued by the Mayor of the City of Boston, dated December 17, 1987 and effective December 30, 1987 (the "Executive Order").

9. Prior to the date of issuance of the building permit for the Rec Center, Northeastern shall also execute a First Source Agreement and Memorandum of Understanding with the Economic Development and Industrial Corporation of Boston/Office of Jobs and Community Services ("EDIC/JCS"). The First Source Agreement shall provide for Northeastern to use good faith efforts to use the services of the Private Industry Council sponsored "Boston for Boston" placement office employment referral before embarking on a general recruitment effort to fill entry-level positions within the Project.

10. Northeastern will pay real estate taxes to the City of Boston on the portion of the Project containing retail stores, restaurant and take-out food service uses. In addition, Northeastern will contact the City's payment in lieu of tax (PILOT) program office, as requested by the Authority, concerning payments in lieu of taxes for the non-taxable portions of the Project.

11. Northeastern will make available fifty (50) community access passes to City of Boston residents who reside within the area shown on the map attached hereto as Schedule C-1 (the "Area Residents") for use of the Rec Center facility on a daily, first come, first served basis.

12. Northeastern will host a job fair, in conjunction with selected retail tenants of the Project, to promote employment opportunities at the Rec Center for Area Residents.

13. In connection with the Project, Northeastern will sponsor, on an annual basis, twenty-five (25) youth scholarships at the YMCA, 316 Huntington Avenue, Boston, Massachusetts, providing City of Boston resident teenagers with access to the YMCA's facilities and activities.

14. Northeastern agrees that, in connection with its operation of the Rec Center, it shall comply with all federal, state and local statutes, and any regulations promulgated thereunder, and executive orders and ordinances, including but not limited to, those relating to the generation, processing and disposal of hazardous substances and hazardous wastes.

15. Northeastern shall, prior to obtaining a building permit for the Project, enter into a Transportation Access Plan ("TAP") Agreement, as approved by the City of Boston Transportation Department (the "BTD"). The TAP Agreement will identify traffic and

parking impacts of the Project. The TAP Agreement may include such monitoring and mitigation measures as may be agreed to by the parties thereto to address negative transportation impacts, if any, which may be created by the Project or its construction. Northeastern currently anticipates that the TAP Agreement will include, without limitation, provisions concerning traffic impacts resulting from the construction of the Project, including any temporary facilities, and a description of parking management and demand reduction measures being undertaken by Northeastern.

16. Northeastern projects that the Rec Center will generate minimal demand for new permanent parking spaces. The operation of the Rec Center will not involve significant new hiring by the University and the Project is not expected to significantly increase the number of students in attendance at Northeastern.

17. This Agreement shall be binding on and enforceable against the successors and assigns of the parties hereto.

18. Each and every covenant contained in this Agreement is and shall be construed to be a separate and independent covenant.

19. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remaining terms and provisions shall not be affected thereby, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

20. The Authority agrees to look solely to the interest of Northeastern or its successors or assigns from time to time in the Project for any claim against Northeastern or its successors or assigns arising under this Agreement. Neither Northeastern nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of Northeastern or its successors or assigns shall be personally or individually liable under this Agreement beyond its or their interest in the Project; nor shall it or they be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Project.

21. Whenever the consent or approval of the Authority is required hereunder, in connection with design review or otherwise, such consent or approval shall not be unreasonably withheld or delayed; and wherever there is a requirement that any thing, act or circumstance shall be satisfactory to the Authority or shall be done and performed to the Authority's satisfaction or any other requirement of similar import, the Authority covenants not to be unreasonable with respect thereto.

22. The Authority shall, within ten (10) business days after written request therefor by Northeastern or any mortgagee of the Project or any portion thereof, provide a certificate in writing, as requested or applicable, that Northeastern is in compliance with this Agreement or any particular paragraph hereof specified by the requesting party, or in what respects there is non-compliance, or as to any other matter reasonably related to the Project which the requesting party may reasonably request of the Authority.

23. The Authority hereby authorizes the Director of the Authority to take any action hereunder on behalf of the Authority (including without limitation the granting of

consents or approvals and the execution and delivery of certificates, except for a Certificate of Completion), and any action so taken shall be binding upon the Authority.

Whenever under this Agreement, approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Authority or Northeastern, and shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the principal office of the party to whom it is directed, which is as follows:

if to the Authority: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attention: Director

with a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attention: Chief General Counsel

if to Northeastern: Northeastern University
360 Huntington Avenue
Boston, Massachusetts 02115
Attention: _____

with a copy to: Northeastern University
Office of Government Relations
271 Huntington Avenue, Room 244
Boston, Massachusetts 02115
Attention: Director of Government Relations

The parties shall promptly notify each other of any change of their respective addresses set forth above.

Any requests for approvals made to the Authority by Northeastern where such approvals shall be deemed granted after a period of non-reply by the Authority shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

"NOTICE: THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY.
FAILURE TO RESPOND WITHIN _____ BUSINESS DAYS SHALL RESULT IN
AUTOMATIC APPROVAL."

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to Form:

Boston Redevelopment Authority

Chief General Counsel
Boston Redevelopment Authority

By: _____
Marisa Lago, Director

Northeastern University

By: _____

